

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

J. KIRK DONNELLY (SBN 179401)
LAW OFFICES OF J. KIRK DONNELLY, APC
2173 Salk Ave., Suite 250
Carlsbad, CA 92008
Tel. (760) 209-5894
kdonnelly@jkd-law.com

Counsel for Plaintiffs JUAN QUINTERO
and MIGUEL AVILA

FILED

2024 MAR -8 PM 3:01

CLERK OF THE SUPERIOR COURT
BY 
DEPUTY

**SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF MERCED**

JUAN QUINTERO on behalf of all others
similarly aggrieved,

Plaintiff,

vs. GREG MARKARIAN AG
ENTERPRISES, INC., a California
corporation, and DOES 1 through 20,
inclusive,

Defendants.

CASE NO. 23CV-00106

Assigned for All Purposes to:
Hon. Brian McCabe
Dept. 8

 ORDER GRANTING MOTION
FOR APPROVAL OF SETTLEMENT UNDER
PRIVATE ATTORNEYS GENERAL ACT

Date: March 8, 2024
Time: 8:15 a.m.
Dept. 8

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 ("PAGA"), Plaintiffs Juan Quintero and Miguel Avila's Motion for Approval of Settlement
3 under PAGA came before the Court on a regularly noticed motion.

4 Plaintiff's Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees (the "Aggrieved Employees"), as authorized by PAGA
6 under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in
7 Plaintiffs' first amended complaint and their letters to the Labor Workforce & Development
8 Agency ("LWDA") dated September 14, 2022 and November 18, 2022 (the "LWDA Notices"),
9 on behalf of all individuals who were employed by Defendant Greg Markarian Ag Enterprises,
10 Inc. ("Markarian") in California as a non-exempt employee from November 6, 2021 to
11 November 30, 2023.

12 Under PAGA, in any action brought by an aggrieved employee, the Court "shall review
13 and approve any settlement of any civil action filed pursuant to this part." Labor Code section
14 2699(1)(2). Accordingly, the Court, having considered the proposed settlement set forth in the
15 Settlement Agreement, including the proposed PAGA penalties under Labor Code section
16 2699(1)(2) and having considered the papers filed in support of the proposed settlement and the
17 arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

- 18 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 19 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of
20 the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other
21 terms, as fair, reasonable, and adequate;
- 22 3. The Court finds further that Plaintiffs, acting on behalf of themselves and the State of
23 California, and the Aggrieved Employees, on behalf of themselves and their respective former and
24 present representatives, agents, attorneys, heirs, administrators, successors and assigns, by
25 operation of this Order and Judgment hereby releases and forever discharges Defendant and the Released
26 Parties (as defined in the Settlement Agreement) from all claims for PAGA penalties that were
27 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
28 Operative Complaint and the PAGA Notice.

1 4. The Court finds further that the foregoing release shall be binding on Plaintiffs and the
2 State of California as to those claims brought in the Action, and shall bar any claim under PAGA brought
3 by any person, including the Aggrieved Employees, on behalf of the State of California, as to the Released
4 PAGA Claims and Released Parties.

5 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
6 Defendant is directed to make all payments required by the Settlement Agreement;

7 6. Under the Settlement Agreement, Defendant agrees to pay the Gross Settlement Amount
8 of Thirty Thousand Dollars and No Cents (\$30,000) in resolution of all claims alleged in the Action.
9 Fifteen Thousand Dollars and No Cents (\$15,000.00) of the Gross Settlement Amount is allocated to
10 resolution of Plaintiffs' claims alleged under PAGA (the "PAGA Allocation"), with the remainder
11 allocated to resolution of Plaintiffs' alleged individual claims. The PAGA Allocation is inclusive of
12 payments to the LWDA and Aggrieved Employees, Plaintiffs' enhancements, Attorney's Fees and Costs,
13 and Administration costs. No portion of the Gross Settlement Amount will revert to Defendant. Plaintiffs'
14 Counsel requests an award of attorney's fees of \$5,000.00 and reimbursement of actual litigation expenses
15 of \$4,000.00 from the PAGA Allocation. Plaintiffs request services awards in the amount of \$250.00 each
16 from the PAGA Allocation. Defendant does not oppose these requests. The Court finds the PAGA
17 Allocation is fair, reasonable and adequate, and approves each of these payments, and directs the
18 Settlement Administrator to make the following payments from the PAGA Allocation:

- 19 a. \$5,000.00 in attorney's fees to the Law Offices of J. Kirk Donnelly, APC;
20 b. \$4,000.00 in litigation costs to the Law Offices of J. Kirk Donnelly, APC;
21 c. \$250.00 each to Plaintiffs Juan Quintero and Miguel Avila; and
22 d. \$1,550.00 in administration costs to ILYM Group, Inc.

23 7. After deducting the foregoing payments, the estimated remainder of approximately
24 \$3,950.00 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i), the
25 NSA will then be distributed 75 percent (approximately \$2,962.50) to the LWDA, and the remaining 25
26 percent (approximately \$987.50) to the Aggrieved Employees on a pro rata basis, as set forth in the
27 Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to
28 issue checks to the LWDA and Aggrieved Employees, as set forth in the Settlement Agreement, and to

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

otherwise carry out its duties as set forth in the Settlement Agreement.

8. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties for the purpose of supervising implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

Dated: MAR 08 2024



Judge of the Superior Court